

(GILBERT)

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Registered-Return Receipt Requested[REDACTED]
Jedarr Rapids, Iowa

JUL 31 1952

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Attention: Mr. [REDACTED]

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Subject : Amendment No. 1
Contract No. 605

Gentlemen:

Contract No. 605 is hereby amended by deleting therefrom Article 19 entitled "Rights in Data -- Limited" and substituting in lieu thereof the following new Article 19:

DATA.

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) The Contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Government purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all Subject Data now or hereafter covered by copyright; provided, that with respect to the Subject Data now or hereafter covered by copyright and not originated in the performance of this contract, such license shall be only to the extent that the Contractor, its employees, or any individual or concern specifically employed or assigned by the Contractor to originate and prepare such data under this contract, now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

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NOTICE

This material contains information which is exempt from release under the provisions of the United States Freedom of Information Act, 5 U.S.C. 552, and the transmission or revelation of which in any manner to the public is prohibited by law.

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(c) The Contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the Subject Data furnished under this contract, (i) of all invasions of the right of privacy contained therein and (ii) of all portions of such Data copies from work not composed or produced in the performance of this contract and not licensed under this clause.

(d) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Subject Data delivered under this contract.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Subject to the proviso of (b) above and unless otherwise limited below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all Subject Data delivered under this contract.

(g) Notwithstanding any provisions of this contract concerning inspection and acceptance, the Government shall have the right at any time to modify, remove, obliterate or ignore any marking not authorized by the terms of this contract on any piece of Subject Data furnished under this contract.

(h) Data need not be furnished for standard commercial items or services which are normally or have been sold or offered to the public commercially by any supplier and which are incorporated as component parts in or to be used with the product or process being developed if in lieu thereof identification of source and characteristics (including performance specifications, when necessary) sufficient to enable the Government to procure the part or an adequate substitute, are furnished; and further, proprietary data need not be furnished for other items which were developed at private expense and previously sold or offered for sale, including minor modifications thereof, which are incorporated as component parts in or to be used with the product or process being developed, if in lieu thereof the Contractor shall identify such other items and that "proprietary data" pertaining thereto which is necessary to enable reproduction or manufacture of the item or performance of the process.

For the purpose of this clause "proprietary data" means data providing information concerning the details of a Contractor's secrets of manufacture, such as may be contained in but not limited to its manufacturing methods or processes, treatment and chemical composition of materials, plant layout and tooling, to the extent

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that such information is not disclosed by inspection or analysis of the product itself and to the extent that the Contractor has protected such information from unrestricted use by others."

All other terms and conditions of said contract shall remain unchanged.

Please indicate your acceptance of the foregoing by signing this letter and the enclosed three copies thereof. Retain one copy for your records and return the signed original and remaining two copies to the undersigned at the earliest practicable date.

Very truly yours,

lsj

Contracting Officer

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ACKNOWLEDGED AND ACCEPTED THIS

11th DAY OF August 1959

GOLDSBERRY RADIO COMPANY

BY

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TITLE Contract Administration Div.

*Issued by B&D Co
The funds involved*

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